

FY 2015 EXPENSE BUDGET to ACTUAL as of March 31, 2015

Department	Budgeted Expense (as changed during year)	Actual Expenses to Date	% of Budget Spent	BoCC: All Expense and Revenue budgets appear to be within expectations. This quarterly report also includes contingency fund updates and employee accrual balances. -mlh
GENERAL FUND (Current Expense)				
Clerk/Auditor	156,803	75,888	48.4%	
Assessor	268,449	127,098	47.3%	
Treasurer	186,414	88,323	47.4%	
Sheriff	1,237,485	608,868	49.2%	
Commissioners	183,315	86,869	47.4%	
Coroner	34,315	11,622	33.9%	
Prosecutor	244,095	125,807	51.5%	
Public Works Director	104,812	39,397	37.6%	
New Crthse Bldg & Grounds	227,426	51,543	22.7%	
Emergency Mgt	74,441	31,362	42.1%	
County Agent	60,935	26,763	43.9%	
Information Technology	200,933	95,155	47.4%	
Elections	56,426	45,106	79.9%	Paid 100% of expenses for November election
LEC Bldg & Grounds	37,700	15324	40.6%	
General	330,301	211,423	64.0%	Have paid 100% of several major line items
Dispatch	311,459	135,009	43.3%	
Jail	118,450	62,654	52.9%	Jail day count up slightly YTD
Planning	196,684	75,123	38.2%	Will pay 100% of Wendy's salary April-Sept
Building	148,130	80,566	54.4%	Paid 100% of Wendy's salary Oct-March
GIS	95,485	38,588	40.4%	
Armory Building	19,775	5,126	25.9%	
GENERAL FUND TOTAL	\$4,293,833	\$2,037,614	47.5%	
Road & Bridge	1,361,346	638,700	46.9%	
Court & Probation	531,834	210,092	39.5%	
Elections - State Funds	64,329	8,893	13.8%	
Indigent & Charity	82,376	552	0.7%	
Revaluation	116,800	51,630	44.2%	
Solid Waste	2,771,000	555,961	20.1%	
Tort	120,600	61,825	51.3%	
Weeds	81,625	6,497	8.0%	
Road, Special	970,776	503,833	51.9%	
Prosecutor's Special Drug	15,000	0	0.0%	
Road Improve-Devel Donations	100,000	0	0.0%	
Emergency 911 Commun	101,320	55,093	54.4%	Paid 100% of \$13K software contract
Ambulance Service District	678,210	354,868	52.3%	
Mosquito Abatement District	312,760	146,180	46.7%	
Waterways/Vessel Fund	15,000	240	1.6%	
Grants - FEMA Restoration	50,186	29,489	58.8%	Project is complete
Fair Board	38,900	6,430	16.5%	
Arena	118,500	28,723	24.2%	
Grants - All other	85,925	27,854	32.4%	
Impact Fees	200,500	0	0.0%	
GRAND TOTAL	\$12,110,820	\$4,724,474	39.0%	

FY 2015 REVENUE BUDGET to ACTUAL as of March 31, 2015

	Budgeted Revenue	Actual Revenue to Date	% of Budget	Notes
001 GENERAL FUND/CURRENT EXPENSE				
PROPERTY TAXES, penalty & interest	2,825,365	2,010,482	71%	
LIQUOR ALLOCATION	84,000	38,690	46%	
SALES TAX - Inventory Phase Out	170,000	93,200	55%	
SALES TAX - Revenue Sharing	300,000	161,790	54%	
Personal Property Tax Replacement	21,000	10,510	50%	
State Ag Replacement	26,000	12,472	48%	
EMPG & Small Grants	21,500	8,946	42%	
ASSESSOR'S FEES	68,400	32,053	47%	
RECORDING FEES, PASSPORTS	95,950	40,742	42%	
GIS USER FEES	2,000	0	0%	
SHERIFF'S FEES	55,050	21,229	39%	
INTEREST ON INVESTMENTS	4,000	3,778	94%	
FEE FOR ADMINISTRATIVE SERVICES	170,439	170,439	100%	
LAW ENFORCEMENT CONTRACTS	111,300	39,200	35%	
PAYMENTS FOR DISPATCH SERVICES	155,771	93,271	60%	
SALE/RENTAL OF COUNTY PROPERTY	9,500	200,000	2105%	Sale of ESB to Fire District
ELECTRICITY PROP TAX IN LIEU	52,000	0	0%	Payment arrives in July
LICENSES (Marriage, Beer/Wine)	8,700	10,540	121%	
BUILDING PERMIT FEE	70,000	29,544	42%	
P&Z APPLICATION FEES	8,000	5,662	71%	
SUBDIVISION PLAT/DEVELOPMENT FEE	2,000	1,236	62%	
PASS THRU & STAFF REVIEW FEES	8,000	6,080	76%	Pass-through funds not spent if not received
PAYMENTS FOR PROSECUTOR SERVICE	17,186	8,593	50%	
OTHER REVENUE	1,110		0%	
	\$4,287,271	\$2,998,457	70%	
02 ROAD AND BRIDGE				
PROPERTY TAXES, penalty & interest	367,546	217,528	59%	
HIGHWAY USERS ALLOCATION	890,000	470,097	53%	
FOREST APPORTIONMENT	25,000	4,401	18%	
REIMBURSEMENTS FROM CITIES	35,000	1,206	3%	
FEES & MISCELLANEOUS REVENUES	3,900	7,962	204%	Includes dividend from State Insurance Fund
	\$1,321,446	\$701,194	53%	

06 DISTRICT COURT & JUVENILE PROBATION				
PROPERTY TAXES, penalty & interest	383,158	243,318	64%	
CIGARETTE & TOBACCO TAX	22,676	11,338	50%	
JUVENILE CORRECTIONS GRANT	27,350	13,674	50%	
MILLENNIUM FUNDS (STATUS OFF)	14,000	0	0%	
JUVENILE SUPERVISION FEES	3,500	540	15%	
JUVENILE LOTTERY MONIES	4,000	1,206	30%	
DRUG TEST FEES	1,000	228	23%	
MENTAL HEALTH CARE GRANTS	12,000	2,770	23%	
MOTOR VEHICLE FINES	30,000	10,711	36%	
FILING FEES - COUNTY SHARE	7,000	2,056	29%	
RESTITUTION	8,000	3,246	41%	
ADMINISTRATIVE SURCHARGE FEE	5,000	2,232	45%	
MISCELLANEOUS REVENUES	14,150	1,422	10%	
	\$531,834	\$292,741	55%	
23 SOLID WASTE				
SOLID WASTE FEES, penalties & interest	1,000,000	672,178	67%	
REMAINING CASH	820,135	1,080,589	132%	
GRAND TARGHEE SOLID WASTE FEE	11,991	11,991	100%	
PAYMENT IN LIEU OF TAXES (PILT)	116,250	0	0%	
FRANCHISE FEES	25,000	15,316	61%	
TIPPING FEES	675,000	323,902	48%	
ALTA SOLID WASTE	53,000	0	0%	
SALVAGE & RECYCLING REVENUE	55,000	30,305	55%	
MISCELLANEOUS	0	2,642		Dividend from State Insurance Fund
	\$2,756,376	\$2,136,923	78%	
44 EMERGENCY COMMUNICATIONS				
IDAHO 911 FEES	36,000	11,143	31%	
WYOMING 911 FEES	2,250	292	13%	
911 CELL FEES	75,000	40,424	54%	
	\$113,250	\$51,859	46%	
50 AMBULANCE				
PROPERTY TAXES, penalty & interest	510,000	354,988	70%	
REMAINING CASH	77,510	77,510	100%	
ELECTRICITY TAX IN LIEU OF PROP	8,000	0	0%	
COUNTY EMS FEES -collected by DMV	2,700	1,274	47%	
GRANTS	20,000	0	0%	
WYOMING AMBULANCE FEES	60,000	0	0%	
	\$678,210	\$433,772	64%	

EMPLOYEE ACCRUAL BALANCE**Types Selected:****Fund/Dept: 01-01 GENERAL FUND (CURRENT EXPENSE) / CLERK / AUDITOR**

Employee Name & Hire Date	COMP	LTI	PTO
SMITH, AMY C (06/30/2014)	40.00	13.68	29.50
WENGER, JULIE A (05/02/2011)	43.25	45.36	37.50

Fund/Dept: 01-02 GENERAL FUND (CURRENT EXPENSE) / ASSESSOR

Employee Name & Hire Date	COMP	LTI	PTO
CHRISTENSEN, KIM M (02/18/2014)	0.00	5.38	38.00
LARSON, TAMMIE (05/21/2012)	17.50	65.56	77.35
SMITH, DEBRA S (11/03/2010)	8.79	59.20	7.50
YODER, JEANA K (07/22/2013)	0.00	40.32	37.00

Fund/Dept: 01-03 GENERAL FUND (CURRENT EXPENSE) / TREASURER / TAX COLLECTOR

Employee Name & Hire Date	COMP	LTI	PTO
GREEN, MAUREEN O (12/10/2001)	46.00	76.05	137.37
JARDINE, MAEDENE H (10/23/1995)	40.00	115.84	143.19

Fund/Dept: 01-04 GENERAL FUND (CURRENT EXPENSE) / SHERIFF

Employee Name & Hire Date	COMP	LTI	PTO
EGBERT, BLAKE J (12/09/2013)	67.80	3.84	111.00
FOSTER, ANDREW D (12/01/2014)	9.00	7.68	28.00
FULLMER, BRYAN BLAKE (09/25/2006)	76.00	120.00	61.72
HALE, FRED R (01/04/2006)	78.25	120.00	111.18
HENRY, RICHARD S (09/23/2008)	40.00	80.80	65.92
KAY, JESSICA L (10/17/2011)	9.45	70.21	48.02
LEIDORF, JOHN M (10/15/2012)	43.50	48.70	92.50
LEMIEUX, CLINTON D (04/02/2012)	51.00	37.52	114.00
OLSEN, RICHARD M (09/03/2010)	80.00	114.24	130.75
SMITH, BRIDGER A (10/15/2012)	41.00	58.56	72.00
SMITH, MICHELLE R (08/15/2013)	40.00	0.96	61.60
WELLS, ROBERT K (12/17/2012)	0.00	54.72	36.00
WINDER, ANDREW J (09/20/2010)	80.00	53.82	132.00

Number of Employees: 13

Types Selected:

Fund/Dept: 01-05 GENERAL FUND (CURRENT EXPENSE) / COMMISSIONERS

Employee Name & Hire Date	LTI	PTO
FELCHLE, DAWN M (05/11/2006)	70.40	65.58

Fund/Dept: 01-07 GENERAL FUND (CURRENT EXPENSE) / PROSECUTING ATTORNEY

Employee Name & Hire Date	COMP	LTI	PTO
CLEMONS, JAN (01/12/2009)	40.00	41.28	30.33
LUNDBERG, CHRISTOPHER J (01/01/2010)	0.00	64.96	140.96

Fund/Dept: 01-08 GENERAL FUND (CURRENT EXPENSE) / PUBLIC WORKS DIRECTOR

Employee Name & Hire Date	LTI	PTO
JOHNSON, DARRYL (10/31/2014)	15.40	22.60

Fund/Dept: 01-09 GENERAL FUND (CURRENT EXPENSE) / COURTHOUSE

Employee Name & Hire Date	COMP	LTI	PTO
JONES, TROY N (09/17/2012)	17.90	11.02	96.00

Fund/Dept: 01-11 GENERAL FUND (CURRENT EXPENSE) / EMERGENCY MANAGEMENT

Employee Name & Hire Date	LTI	PTO
ADAMS, GREG (07/01/2007)	106.28	62.66

Fund/Dept: 01-13 GENERAL FUND (CURRENT EXPENSE) / COUNTY AGENT

Employee Name & Hire Date	COMP	LTI	PTO
SACHSE, TAMMY (04/16/2007)	11.00	120.00	49.19

Fund/Dept: 01-15 GENERAL FUND (CURRENT EXPENSE) / ELECTIONS

Employee Name & Hire Date	COMP	LTI	PTO
VANMEETEREN-SHAUM, JENIFER (12/15/2007)	40.00	120.00	150.19

Fund/Dept: 01-18 GENERAL FUND (CURRENT EXPENSE) / GENERAL

Employee Name & Hire Date	COMP	LTI	PTO
BURR, JANETTE R (03/08/2011)	48.90	68.54	96.70

Types Selected:**Fund/Dept: 01-19 GENERAL FUND (CURRENT EXPENSE) / DISPATCH**

Employee Name & Hire Date	COMP	LTI	PTO
EGBERT, LINDSAY M (11/20/2014)	8.51	2.88	12.00
FREI, HEATHER A (10/05/2013)	71.50	36.48	102.00
GOLDEN, MITCHELL S (08/03/2009)	40.00	120.00	164.16
HEUSEVELDT, RACHAEL (12/12/2012)	40.00	41.28	95.22
LAFFERTY, KAYLA M (07/16/2012)	40.00	65.28	111.88
PARSONS, ALICIA F (08/16/2014)	80.00	15.36	64.00
SUDDITH, SUZANNE B (11/20/2014)	39.00	8.64	36.00

Fund/Dept: 01-21 GENERAL FUND (CURRENT EXPENSE) / PLANNING DEPARTMENT

Employee Name & Hire Date	COMP	LTI	PTO
BOAL, JASON (11/07/2013)	0.00	34.56	36.00
RADER, KRISTIN M (05/27/2014)	32.65	20.16	43.00

Fund/Dept: 01-22 GENERAL FUND (CURRENT EXPENSE) / BUILDING DEPARTMENT

Employee Name & Hire Date	COMP	LTI	PTO
DANIELSON, WENDY A (08/13/2008)	7.41	100.70	33.97
DAVIS, THOMAS L (01/04/2007)	53.50	120.00	85.85

Fund/Dept: 01-23 GENERAL FUND (CURRENT EXPENSE) / GIS DEPARTMENT

Employee Name & Hire Date	COMP	LTI	PTO
MARIN, ROBERT C (08/01/2011)	0.50	74.79	42.00

Fund/Dept: 02-00 ROAD AND BRIDGE / ROAD AND BRIDGE

Employee Name & Hire Date	COMP	LTI	PTO
ABBOTT, THOMAS J (05/17/2010)	44.00	95.04	101.50
BALL, BLAINE A (05/20/2013)	27.00	36.48	62.00
BEARD, MICHAEL D (09/08/2008)	34.75	73.64	86.68
CLIFTON, WILLIAM J (06/13/2011)	30.76	69.44	87.00
EGBERT, NATHAN A (05/01/2012)	36.75	48.12	98.00
KALBERER, DENISE E (05/12/2008)	17.75	120.00	107.60
SCAFE, NYAL R (05/12/2014)	28.00	10.56	43.50
SMITH, J. CLAY (06/07/1999)	48.75	59.20	134.20
VESTAL, CHRISTOPHER R (06/01/2010)	34.13	53.12	102.00
ZOHNER, BRUCE (02/05/2007)	61.25	120.00	140.96

Number of Employees: 10

Types Selected:

Fund/Dept: 06-01 DISTRICT COURT & JUVENILE PROB / DISTRICT COURT

Employee Name & Hire Date	COMP	LTI	PTO
HANSEN, PHYLLIS (03/25/1988)	40.00	109.80	114.99
HERMOSILLO, GABRIELA M (10/21/2002)	15.69	77.46	52.64
MOSS, LINDSEY K (02/09/2009)	35.10	110.15	29.50

Fund/Dept: 06-02 DISTRICT COURT & JUVENILE PROB / JUVENILE PROBATION

Employee Name & Hire Date	COMP	LTI	PTO
LEIDORF, RENEE J (01/25/2010)	55.40	30.83	82.54

Fund/Dept: 23-00 SOLID WASTE / SOLID WASTE

Employee Name & Hire Date	COMP	LTI	PTO
BAIRD, ROBERT D (09/20/2010)	7.00	89.78	42.41
HOTH, MONICA L (08/28/2014)	41.00	14.40	42.50
NICHOLS, TODD M (06/05/2012)	31.50	45.04	20.98
VARELA, SAUL L (08/25/2009)	56.00	96.45	98.08
WEBSTER, NATHAN B (11/15/2011)	31.40	68.16	16.00
WISE, WILLIAM A (11/16/2011)	33.00	78.57	31.50

Number of Employees: 6

***** END OF REPORT *****

Date	Check #	Vendor Name or Resolution #	Description	Increase	Decrease	Balance	Approval Date
General Fund Contingency Account: 01-18-526 Beginning Balance							
11/12/14	163	Dale Burr	Materials for eagle sculpture at LEC		500.00	81,500.00	12/22/2014
11/12/14	205	Jorgensen Associates	Concrete testing at LEC completed in FY 2014		640.00	80,860.00	11/10/2014
		Resolution 2014-1222	Installation of 10 video cameras in SO Vehicles		3,000.00	77,860.00	12/8/2014
		Resolution 2014-1222	Balance needed for FY 2015 PW Director Salary		2,568.00	75,292.00	12/22/2014
12/22/14	570	R&M Concrete	Concrete footer for eagle sculpture at LEC		580.00	74,712.00	12/22/2014
	1125	Teton Co. Road & Bridge	Reimburse labor & fuel costs for Snow Fest assistance		2,925.67	71,786.33	1/12/2015
03/23/14	tbd		Contribution for July 4 fireworks		6,000.00	65,786.33	3/23/2015
	tbd		1/2 cost of ROW survey for N3750W		350.00		1/23/2012 for Reed Casper property
	tbd		Smith Canyon Record of Survey, amount still due		3,684.78		8/27/2012
Road&Bridge Contingency Account: 02-00-526 Beginning Balance							
01/26/15	811	Idaho Transportation Dept	Salt needed to dry out wet sand		630.94	12,957.06	12/8/2014
01/26/15	792	Biota	Grant writing assistance		743.75	12,213.31	12/8/2014
	tbd		Amt remaining in Biota grant writing contract		756.25	11,457.06	12/8/2014
Court Contingency Account: 06-00-526 Beginning Balance							
		Resolution 2014-0413	Taser for use by court bailieff		1,057.00	9,943.00	12/8/2014
Solid Waste Contingency Account: 23-00-526 Beginning Balance							
						10,000.00	
Ambulance Contingency Account: 50-00-526 Beginning Balance							
						6,900.00	

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	tbd		Smith Canyon Record of Survey, amount still due		3,684.78		8/27/2012
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Beginning Balance							
						10,000.00	
Ambulance Contingency Account: 50-00-526							
Beginning Balance							
						6,900.00	



RESOLUTION 2015-0413A
QUARTERLY BUDGET TRANSFERS: Q2 FY 2015

WHEREAS, on August 25, 2014 the Board of County Commissioners adopted the Teton County Budget for Fiscal Year 2015; and

WHEREAS, since that date the specific needs and expenses within several Funds have changed; and

WHEREAS, since that date unanticipated revenues may have become available; and

WHEREAS, since that date monies budgeted to be spent during the previous fiscal year were not spent, resulting in unanticipated cash carryover into the current fiscal year; and

WHEREAS, pursuant to Idaho Code 31 Chapter 16, the Teton County Auditor may not issue, and the Teton County Board of Commissioners may not approve, any claim for any expenditure in excess of a budget appropriation; and

WHEREAS, specific accounts within several Funds do not have sufficient amounts appropriated, while other specific accounts within those Funds have excess amounts appropriated.

NOW, THEREFORE, BE IT UNANIMOUSLY RESOLVED that the Board of Teton County Commissioners do hereby approve the following transfers of budget appropriations as itemized in Exhibit A.

APPROVED by the Board of Teton County Commissioners on April 13, 2015.

Chairman: _____

ATTEST: _____

Mary Lou Hansen, Clerk

EXHIBIT A - Resolution 2015-0413 Quarterly Budget Transfers Q2 FY 2015						
Reason	Amount	Out of This Account	Description	Into This Account	Description	Date Discussed
Use contingency for bailiiff taser	1,053.75	06-01-526	Court Contingency	06-01-899	Capital - Misc. Equipment	12/8/2014
Use training funds to purchase GIS software	2,250.00	01-23-431	Travel & Training	01-23-559	Miscellaneous	3/9/2015
Use IT Hardware funds to purchase/install 11th video camera	2,000.00	01-04-804	Capital-IT Hardware	01-04-802	Capital - IT Equip in Vehicles	3/23/2015
Use capital funds for annual expenses	2,000.00	44-00-806	Capital - 911 Equipment	44-00-679	Software: Annual Expenses	4/13/2015
Changes that increase a Total Fund Budget without increasing taxes & DO NOT require a Journal Entry to move cash balances. These amounts will be added to the end-of-year Budget Resolution.						
Received larger grant than expected from the U of Idaho	2,523.00	n/a	University of Idaho grant	01-13-406	Salaries: 4H Coordinator	3/23/2014
Use Remaining Cash for Fox Creek Road project	12,800.00	n/a	Remaining Cash	33-00-810	Engineering	1/26/2015
Use STOP grant for new Victim Advocate position	11,000.00	n/a	Grant	86-04-402	Bilingual Victim Advocate	2/23/2015
Use STOP grant for new Victim Advocate position	1,200.00	n/a	Grant	86-04-410	Retirement, Bilingual Victim Advocate	2/23/2015
Use STOP grant for new Victim Advocate position	850.00	n/a	Grant	86-04-411	FICA/Medicare, Bilingual Victim Advoca	2/23/2015
Use Bulletproof Vest Partnership grant for vests	851.22	n/a	Grant	01-04-558	Uniforms-Clothing	4/13/2015
Changes that increase a Total Fund Budget without increasing taxes & DO require a Journal Entry to move cash balances. These amounts will be added to the end-of-year Budget Resolution.						

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Use Remaining Cash for Fox Creek Road project	12,800.00	n/a	Remaining Cash	33-00-810	Engineering	1/26/2015
Use STOP grant for new Victim Advocate position	11,000.00	n/a	Grant	86-04-402	Bilingual Victim Advocate	2/23/2015
Use STOP grant for new Victim Advocate position	1,200.00	n/a	Grant	86-04-410	Retirement, Bilingual Victim Advocate	2/23/2015
Use STOP grant for new Victim Advocate position	850.00	n/a	Grant	86-04-411	FICA/Medicare, Bilingual Victim Advoca	2/23/2015
Use Bulletproof Vest Partnership grant for vests	851.22	n/a	Grant	01-04-558	Uniforms-Clothing	4/13/2015
Changes that increase a Total Fund Budget without increasing taxes & DO require a Journal Entry to move cash balances. These amounts will be added to the end-of-year Budget Resolution.						

WARRANTS OF DISTRAINT PROCEDURES

For 2014 Delinquent Taxes

Process for late payment of Personal Property

Once a personal property becomes delinquent, ($\frac{1}{2}$ half after the **Dec. 20, 2014** deadline), the total amount was Due and Payable, in full.

1. Sent out Reminder Notices pink slip reminders along with a letter detailing consequences. 15 day notice. **MARCH 6, 2015**
2. Send out Sheriff's letter. 15 day notice. **APRIL 1, 2015 Deadline April 15, 2015**
3. Send out DEMAND LETTER. 15 day notice. **April 16, 2015 Deadline April 30, 2015**
4. Prepare paperwork to give to the Sheriff's Dept. along with a Warrant of Distraint by **May 5th**. This will occur 45 days after the first Reminder Notice.
5. Sheriff's Sale Date set for _____.

Sheriff serves the Warrants of Distraint. On those Warrants, the sheriffs' fees are included. They are served and executed by levy upon personal property.

Agreement between the Sheriffs' Office and the Treasurer state that the Taxes, Fees, Interest and Sheriff Fees shall be collected by the Treasurer's Office. The Treasurer will reimburse the sheriff's department for sheriff's fees at the time of _____.

If the sheriff returns the Warrant of Distraint showing that no property can be found upon which a levy can be made to collect the delinquency, he shall note it in the return the county, if any, in this state to which the delinquent taxpayer may have moved together with his mailing address and the date of his departure shall also be noted on the returns.



PHONE: 208-354-2254
FAX: 208-354-8757
MaeDene Jardine
Maureen Green
Deputies

Teton County Treasurer
Beverly Palm

ROOM 219
150 COURTHOUSE DR
DRIGGS, IDAHO 83422

March 6, 2015

Dear Taxpayer:

You are hereby notified that your property, which is designated as personal or mobile home has taxes due and when they become past due (January 1st), they became delinquent. Idaho state code requires all personal or mobile home property tax be paid by the due date and if not, the Treasurer is to issue a Warrant of Distraint against your property, to be served by the Sheriff to you-, the taxpayer.

This is a friendly reminder to let you know the procedure and give you the chance to pay your tax before this happens. Submitted herewith is a copy of your tax due with penalty and interest figured through March 21, 2015. Please remit this amount by that date.

Should you have any questions in regard to this matter, please call 208-354-2254. Thank you in advance for helping us resolve this oversight.

Sincerely,

A handwritten signature in cursive script that reads "Beverly Palm".

Beverly Palm
Treasurer



Teton County Sheriff's Office

Sheriff Tony Liford

OFFICE
89 North Main Street
Driggs, Idaho 83422

PHONE
208-354-2323

FAX
208-354-8028

EMAIL
Tliford@co.teton.id.us

NOTICE

DATED: APRIL 1, 2015

Please be advised that I have been informed that you owe delinquent taxes on either Personal Property or a Mobile Home tax.

You are hereby informed that if you do not pay the indicated amount by April 15th, 2015, I will serve a Warrant of Dstraint against your property, and may seize any property owned by you and sell it at public auction for the purpose of paying the tax, costs, penalty, interest and Sheriff's costs.

Please pay your tax to the Teton County Treasurer before that date and save yourself the inconvenience of this action being taken. Once the property has been seized a date will be set for the Sheriff's Sale.

If you have any questions, Please call the Treasurer's office at 208-354-2254.

Tony Liford
Teton County Sheriff

Seizure required by
Section 63-1101, Idaho State Statute

TITLE 63

REVENUE AND TAXATION

CHAPTER 11

SEIZURE AND SALE OF PERSONAL PROPERTY FOR TAXES

63-1101. SEIZURE OF PROPERTY FOR REFUSAL TO PAY PROPERTY TAX -- DUTY OF TAX COLLECTOR. In case any person refuses to pay the property tax levied on any personal property belonging to him when demanded by the tax collector, the tax collector shall direct the sheriff to seize and sell as much of the personal property or any other property of the person as will be sufficient to pay the property taxes, late charges, interest, costs and expenses accruing thereon, as estimated by the tax collector.

MAILING ADDRESS

PARCEL NO:

A * TAX R E M I N D E R * TETON COUNTY TAX COLLECTOR
BEVERLY PALM 208-354-2254
150 COURTHOUSE DR #219
DRIGGS ID 83422

YEAR	BILL#	TAX	LATE CH	INTEREST	COST	TOTAL
2014 -1	659	223.98	4.48	7.89		236.35
2014 -2	659	223.98				223.98

DATE PRINTED: 3/31/2015
MH0245 A

=====

TOTAL DUE:	460.33	VALID THROUGH:	4/15/2015
------------	--------	----------------	-----------

=====

PROPERTY ADDRESS: 97

S MAIN

IF YOU MISSED THE DEC 20TH PMT, TOTAL TAX IS DUE
PAYMENT PLAN IS AVAILABLE UPON REQUEST

LEGAL DESCRIPTION/TITLE

Deputies:
Maureen Green
Maedene Jardine



150 Courthouse Way, Room 219
Phone: 208-354-2245
Fax: 208354-8757
treasurer@co.teton.id.co

TREASURER
Beverly Palm

DEMAND NOTICE

++++++TETON COUNTY 2014 DELINQUENT TAX REMINDER++++++

Our records indicate that there is a 2014 delinquent tax on the following property:

PIN NUMBER:

Description:

Address:

TAX:
Late Charge:
Interest:
Cost:

Due as of December 22, 2014 \$

As required by law, I am preparing to issue a Warrant of Distrainment to the Sheriff of Teton County, if the tax, including all late charges, interest and cost is not received in my office on or before **APRIL 30, 2015**.

Please pay the amount due to avoid further action and substantial additional charges being incurred.

MAKE CHECKS PAYABLE TO:

TETON COUNTY TAX COLLECTOR

And mail immediately or bring to

**150 Courthouse Way, Room 219
Driggs, ID 83422**

Tipping Fees will be waived for trash picked up by persons or agencies participating in clean-up activities approved by the Board of County Commissioners.

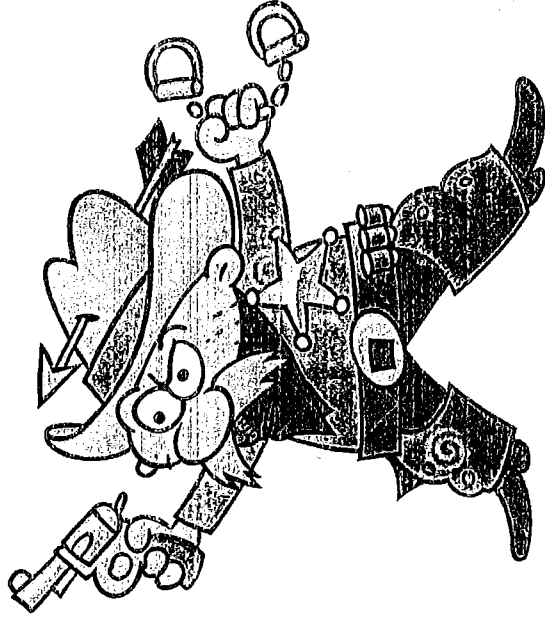
VEHICLE ADMINISTRATIVE FEE (collected by DMV) \$4.50

TETON COUNTY SHERIFF'S FEES

Effective 10-01-2014

	SERVICE	RETURN		SERVICE	RETURN
Accident Reports	\$.10/Page	n/a	Record Notice of Levy	Cost	Cost
Additional Posting, Each	\$15	n/a	Notice of Pay Rent/Quit	\$35	\$35
Affidavit & Order	\$35	\$35	Notice of Sale, First	\$15	n/a
Arrest, Criminal	n/a	n/a	Notice To Quit/Vacate	\$35	\$35
Assistance, Writ of	\$35	\$35	Notice, Landlord Tenant	\$35	\$35
Attachment, Writ of	\$35	\$35	Order for Appearance	\$35	\$35
Bond, for Taking of	\$15	n/a	Order to Show Cause	\$35	\$35
Cancellation of Service	\$25	n/a	Posting (Sale Notice)	\$15	n/a
Certificate of Redemption	\$20	n/a	Posting Additional Notice	\$15	n/a
Certificate of Sale (Personal Property)	\$25	n/a	Preliminary Injunction	\$15	\$15
Certificate of Sale (Real Property)	\$25	n/a	Real Property – Levy & Sale	\$35	\$35
Certified Mail	Cost + \$7	n/a	Registered Mail	Cost	Cost
Claim & Delivery/Writ Possession	N/A	n/a	Sale Notice	\$15	n/a
Commission without Levy	\$150	n/a	Serve Affidavits &/or Notice	\$35	\$35
Commission with Levy	\$175	n/a	Serve Notice of Levy/Recorder	\$35	n/a
Commissioner of Insurance	\$30	\$30	Serve SIC with Writ	\$35	\$35
Complaint	\$35	\$35	Serve Undertaking	No Charge	No Charge
Court Commit/Jail Stay (per day)	\$25	n/a	Sheriff's Deed	\$35	n/a
Criminal Summons	No Charge	No Charge	Small Claims & Order	\$35	\$35
Cross Complaint	\$35	\$35	Small Claims w/o Order	\$35	\$35
Earnings Withholding order	\$35	\$35	State Auditor Requires	\$15	n/a
Eviction (Writ of Possession)	\$35	\$35	Summons & Complaint	\$35	\$35
Execution, Writ of	\$35	\$35	Summons & Petition	\$35	\$35
Federal Court Process (government)	No Charge	No Charge	Summons/Juror	n/a	n/a
Federal Court Process (Individuals)	\$35	\$35	Support Affidavits and/or Notices	No Charge	No Charge
Finger Print Cards (each)	\$20	\$20	Temporary Restraining Order	\$20	No Charge
Garnishment (all types)	\$35	\$35	Tenant 3-day Notice	\$35	\$35
Incident Reports	\$.10/Page	n/a	Three Day Notice Quit/Rent	\$35	\$35
Injunction & Injunction Pendente Lite	\$35	\$35	Three Day Notice to Quit	\$35	\$35
Interim Return	n/a	\$15	Undertaking/Bond	\$35	\$35
Keeper's Receipt	n/a	n/a	VIN Inspection	\$5	n/a
Moving & Storage	\$3,000 min	n/a	Warrant Bench (Civil)	\$25	\$25
Not Found Return	\$35	\$35	Warrant of Distrainment	\$35	\$35
Notice of Entry of Sister State	\$35	\$35	Writ & Undertaking	\$35	\$35
Notice of Levy	\$35	\$35	Writ (All Types)	\$35	\$35

Warrants of Distraint



Presentation from IAC conference in Boise.

Definition:

- Idaho Code 63-201 (31)
 - "Warrant of distraint" means a warrant ordering the seizure of personal property to enforce payment of property tax, special assessment, expense, fee, collection cost or charge collected in the same manner as personal property tax.
- Idaho Code 11-301
 - Execution of Writ. The sheriff must execute the writ against the property of the judgment debtor by levying on a sufficient amount of property if there be sufficient; collecting or selling the things in action and selling the other property, and paying to the plaintiff or his attorney so much of the proceeds as will satisfy the judgment.

Purpose:

- Idaho Code 63-904 (2)
 - All personal property taxes are due and payable upon demand. If no demand is made, taxes may be paid in part or in full until the tax collector issues a warrant of distraint for collection of said taxes.
- Idaho Code 63-1012 (1)
 - Upon a delinquency of any personal property tax, the county tax collector shall issue a warrant of distraint for the collection of the delinquency.
- Idaho Code 63-1101
 - In case any person refuses to pay the property tax levied on any personal property belonging to him when demanded by the tax collector, the tax collector shall direct the sheriff to seize and sell as much of the personal property or any other property of the person as will be sufficient to pay the property taxes, late charges, interest, costs and expenses accruing thereon, as estimated by the tax collector.

When:

- Idaho Code 63-907

- The county treasurer shall, on or before the first day of January in the succeeding year, enter all delinquent taxes on the property rolls. Such entries shall be dated as of the first day of January and shall have the force and effect of a sale to the treasurer as grantee in trust for the county, for all property entered upon the property roll on which first installment of the taxes has not been paid. The settlement date shall be as of the close of business on the December due date of the preceding year. The county treasurer shall, on or before the first day of July in the succeeding year, make delinquency entries to be dated as of the first day of January in the year the taxes fall delinquent for all property entered upon the property roll on which the second installment of the taxes have not been paid. The settlement date shall be as of the close of business on the June due date of the current year.

Develop procedures and timelines that work for your county

Working cooperatively with your Sheriff and Civil Division is strongly encouraged!
😊

- Warning Letter prior to issuing Warrant of Distrain
- Reduces the number of Warrants issued to the Sheriff
- Sheriff author's a letter



Canyon County Treasurer's Office
2000 Highway 100, Suite 100
Caldwell, ID 83605

Phone: 208.368.2222
Fax: 208.368.2223
Email: treas@co.canyon.id.us

72250000
DOUGLAS GAYLIN/APL
3716 RINGNECK DR
TAMPA, ID 83605-1214

FINAL NOTICE

CANYON COUNTY 2014 DEQUENT TAX FINDER
Our records indicate that for the 2014 delinquent tax on the following property:

72250000
2000 Highway 100, Suite 100
Caldwell, ID 83605-1214
TAMPA, ID 83605-1214

DELINQUENT TAX

Tax	\$958
Late Charge	\$086
Interest	\$053
Cost	\$10.00

Due as of February 6, 2015 \$96.39

Required by law, in pursuing to issue a warrant of distraint to the Sheriff of Canyon County, the tax including all late charges, interest and costs, due to us in my office on or before February 6, 2015. Please pay the amount due to avoid further action and additional additional charges being incurred.

MAKE CHECKS PAYABLE TO COUNTY COLLECTOR
MAIL YOUR PAYMENT IMMEDIATELY
OR BRING TO OUR NEW LOCATION AT:
111 N. 17th Avenue, Suite 240
Caldwell, ID 83605

Idaho Code 63-1013

- All warrants of distraint issued by the tax collector shall be served and executed by the sheriff in the manner provided by law for the services of executions by levy upon personal property and he shall make return of the same to the tax collector of the county within ninety (90) days from the date of his receipt
- Fees allowed for issuing warrants of distraint, collection, levy and return of the same, shall be set by ordinance by the board of county commissions*. When levying on a warrant of distraint, the provisions of section 31-3203, Idaho Code, shall apply in determining service fees.
- If the sheriff returns the warrant of distraint showing that no property can be found upon which a levy can be made to collect the delinquency, he shall note in the return the county, if any, in this state to which the delinquent taxpayer may have moved together with his mailing address and the date of his departure shall also be noted on the returns.

**This statute goes on to explain in more detail what your responsibility is should the return show the delinquent taxpayer has moved to another county.

Idaho Code 31-3203

- The board of county commissioners of each respective county shall have the power to set sheriff's fees by a resolution of the board for the services herein specified in an amount reasonably related to but not exceeding the actual costs of such service. The sheriff is allowed and may demand and receive such fees. In the event that the board of commissioners does not resolve to set fees by resolution as herein described, the sheriff is allowed and may demand and receive the fees hereinafter specified



Idaho Statutes

TITLE 63 REVENUE AND TAXATION

CHAPTER 10 COLLECTION OF DELINQUENCY ON REAL, PERSONAL AND OPERATING PROPERTY

63-1012. SALE OF PERSONAL PROPERTY UPON DELINQUENCY. (1) Upon a delinquency of any personal property tax, the county tax collector shall issue a warrant of distraint for the collection of the delinquency. The warrant of distraint shall bear the date of its issuance, and shall be directed to the county sheriff. The warrant shall give the name of the delinquent taxpayer and his mailing address as ascertained by the county tax collector. The warrant shall also describe generally the personal property upon which the delinquency exists and give the amount of each delinquency. The warrant shall contain a direction to the county sheriff to seize and sell a sufficient amount of the property, or any other personal property of the delinquent taxpayer to be found within the county, with the minimum bid sufficient to pay the delinquency, together with interest and late charges thereon and together with all fees, commissions, mileage and costs accruing thereon.

(2) The county tax collector shall keep a record of the date of the issuance of each warrant of distraint and of the return, showing in detail the amount collected or the fact that no personal property belonging to the delinquent taxpayer was found. A record of all warrants of distraint shall, upon their return, be kept by the tax collector for a period of two (2) years. The collection of any delinquency, or the return of a warrant of distraint showing no property found, shall relieve the county sheriff and tax collector and their bondsmen from responsibility of that delinquency. Upon the return of any warrant of distraint showing property taxes uncollected it shall be the duty of the tax collector, when directed by the county commissioners, to commence and prosecute to judgment an action against the delinquent taxpayer, and no property shall be exempt from levy and sale upon execution issued on the judgment.

History:

[63-1012 added 1996, ch. 98, sec. 11, p. 387.]

Phone: (208) 454-7510

is per vehicle and does not include the service fee of \$100.00)

STUDY 1

CANYON COUNTY
WARRANT OF DISTRRAINT
IN RE DISTRRAINT OF PERSONAL PROPERTY FOR NON-PAYMENT OF TAX

STATE OF IDAHO
-SS

WARRANT# 70013000 0

COUNTY OF CANYON

To the Sheriff of Canyon County, Idaho. Greetings:

WHEREAS, the personal property tax for the year 2014 was assessed against certain personal property, which property was at the time of said assessment situated and located in Canyon County, and owned at the time of assessment thereof by MR. GUYTON WILLIAMS, residing at PO BOX 794 SPIRIT LAKE, ID 83659-0794 Canyon County, Idaho and WHEREAS, Demand has been made for the payment of said taxes and said taxes are now delinquent; and WHEREAS, This property is described and shown on the assessment records as follows:

LOCATION: 345 N GATEWAY ST NAMPA

DESCRIPTION: 15-3N-2W-SW1/4 NAMPACITY ACRES 0.1 R12710000 0 SPACE LOT 25824 BLK 13 1979 SAHARA (14 X 67 1/2 X 11) 013624 TITLE

WHEREAS, The total amount of taxes due or delinquent as shown by said entries as stated below:
NOW, THEREFORE, You are hereby commanded and directed, upon receipt of this writ to forthwith seize, detain and take into your possession any and all of said property above described, together with any other personal property of the said tax delinquent found within Canyon County. And you are further directed and commanded to sell, in like manner as provided by law for the sale of personal property upon execution issued out of the District Court, a sufficient amount of said property so seized and detained to satisfy and pay said taxes, together with penalty thereon, as well as all fees, commissions and costs accruing thereon, and the return thereon within ninety (90) days thereafter to the Treasurer of the County of Canyon.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office in the County of Canyon, State of Idaho, and this 17th day of February 2015.

[Signature]

Todd Lloyd
Treasurer and Tax Collector, Canyon County

By Cynthia Dwyer Deputy

NOTICE OF LEVY BY SHERIFF
YOU ARE HEREBY INSTRUCTED NOT TO SELL OR REMOVE
SAID PROPERTY FROM ITS PRESENT LOCATION IN CANYON
COUNTY UNTIL SAID TAX AND PENALTIES ARE PAID TO

CANYON COUNTY SHERIFF

Due Tax Collector \$195.05

Delinquent Taxes \$176.32

Late Charges \$1.79

Interest \$3.94

Costs \$10.00

Estimated Current Tax

Posting

Sheriff Cost

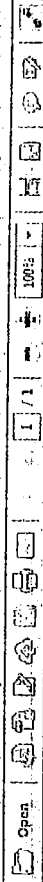
Commissions

Retained by Sheriff

TOTAL COLLECTED

Establish procedure if sale occurs

- Determine whether a title search is necessary / Are there any lienholders . . . Did you or the sheriff notify them prior to the sale
 - Ensure buyer is aware of his responsibilities once they receive their paperwork
 - Assessor need notified / Ad-Valorem needs to be prepared
 - Title needs transferred
-



From the office of
Tracie Lloyd
Treasurer and Ex-officio Tax Collector
of Canyon County
P.O. Box 1010 Caldwell, ID 83606
(208) 454-7554 Fax (208) 454-7388
E-mail: treas@canyoncounty.org

NOTICE OF INTENT TO SALE

March 30, 2013
AVCO Finance

RE: WOD #123456
SALE PENDING

TO WHOM IT MAY CONCERN:

Enclosed is a copy of a Warrant of Distraint that was issued to the Canyon County Sheriff on February 22, 2013 in accordance with Idaho Code 63-1013 due to delinquency in payment of personal property taxes on a mobile home, VIN _____. This property was seized by the Canyon County Sheriff in accordance with the warrant.

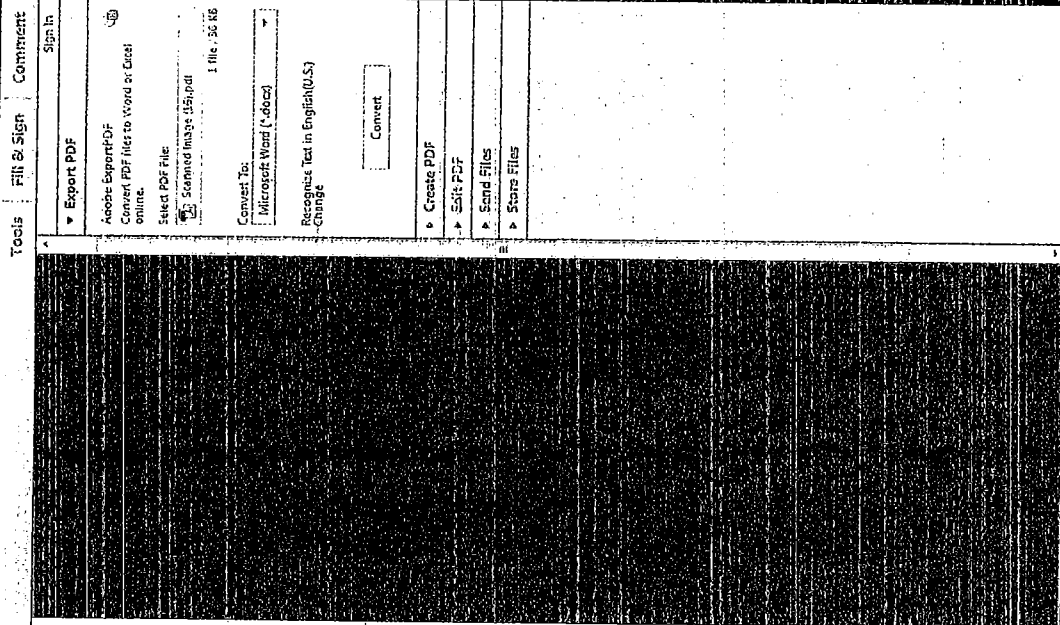
It has been determined that you have a security interest in this mobile home. This letter is to provide notice pursuant to the Warrant of Distraint this property will be sold by the Sheriff on or after April 10, 2013.

If you wish to suspend the sale of said property and any further action necessary for non-payment of property taxes, payment must be received for the amount shown due no later than April 7, 2013. Please contact the Canyon County Sheriff's Office at (208) 454-7520 or this office at (208) 454-7356 immediately.

Sincerely,

Tracie Lloyd,
Canyon County Treasurer

Enclosure



Idaho Transportation Department
Titles Procedures and Policies
Section: 1.3.4

- The buyer applies for a new title with the following supporting documents
 - A title application
 - The existing title, if available
 - An original or certified copy of the Sheriff's Certificate of Sale of Personal Property (bill of Sale) listing the authority under which the sale was conducted (i.e., Writ of Execution or Warrant of Distrain).
 - No lien release is required if a vehicle [or mobile home] is sold pursuant to a Warrant of Distrain and the vehicle sold was the property for which the delinquent taxes were due. The sheriff must state this on an affidavit (do not require him to sign an indemnifying affidavit) or on his sheriff's bill of sale or sheriff's certificate of sale, or must submit a copy of the Warrant of Distrain which describes the vehicle that was sold.

Idaho Code 63-1104

- BILL OF SALE. On payment of the amount bid for the property sold the sheriff shall make out and deliver a bill of sale thereof which, with the delivery of the property sold, vest title thereto, in the purchaser.

Idaho Code 11-309

- Certificate of Sale –Title Conveyed. When the purchaser of any personal property not capable of manual delivery pays the purchase-money, the officer making the sale must execute and deliver to the purchaser a certificate of sale. Such certificate conveys to the purchaser all the right which the debtor had in such property on the day of the execution or attachment was levied.

Procedure once sale is Imminent & Occurs

Canyon County Process

- Prior to setting sale dates, Civil will notify Treasurer.
- Treasurer will provide current year estimates to be returned to Civil prior to posting. The total of delinquent taxes and prepayment (along with all costs and fees) will be minimum sale amount.
- Civil Deputy conducting sale will provide VIN inspection, if available.
- Deputy will verbally notify prospective buyer's at time of sale that title transfer must be completed timely and if not a fine will incur.
- Once the sale is finalized, Civil will collect taxes, send sales packet with new buyer information & phone number to the Assessor Mobile Home Division. Packet will include: copies of payment receipt, new buyer information, VIN inspection (if available), Sheriff's return and Sheriff's certificate of sale.
- Assessor will contact new buyer, if necessary, for them to complete paperwork and complete title transfer.
- Original Warrant of Distraint returned to Treasurer with payment of taxes.

What if a debtor repossesses the property?

- **Idaho Code 63-206** (2) In addition, all property taxes levied upon personal property or operating property shall be a first and prior lien upon that property and the personal, operating or real property of the same owner thereof, whether the property is exempt from execution or not, and no personal property or operating property of any kind shall be exempt from such lien, except as otherwise provided by law. Such lien shall attach as of the first day of January in that year, or as of the date of entry into the state, or as of the date the property became subject to property taxation, and shall be discharged only by the payment or cancellation of the property taxes as provided in this title. (3) Property tax liens shall be perpetual and continuous on all personal, operating and real property.
- **Idaho Code 63-1014** (2) It shall be a misdemeanor for any person, firm or corporation to move from the county or sell or repossess any personal property or manufactured home without the payment of the current year's property taxes or without paying property taxes due and owing, and upon conviction the person, firm or corporation shall, in addition to any penalty which the court may impose, pay to the tax collector a sum not in excess of double the amount of property tax which was collectible on the property removed or sold or repossessed, together with all costs and late charges provided for in this chapter. The excess sum shall be collected by the tax collector in the same manner as the original property tax.

Title 63 Code References

Warrants of Distrain

	Definition
• 63-201	Payment and collection of property taxes on personal property
• 63-904	Collection of Delinquency on real and personal property
• 63-1002	Collection of Delinquency on real, personal & operating property
• 63-1003	Sale of personal Property upon delinquency
• 63-1012	Warrants of Distrain – Service and Execution
• 63-1013	Removal or sale or repossession of personal property before payment of property taxes
• 63-1014	Seizure and sale of personal property for taxes. Seizure of property for taxes. Seizure of property for refusal to pay property tax
• 63-1101	Sale
• 63-1102	Disposition of proceeds
• 63-1103	Bill of sale
• 63-1104	Resale
• 63-1105	Sale of additional property
• 63-1106	Disposition of Excess
• 63-1107	Purchase by County
• 63-1108	Destruction of personal property
• 63-1310	Cost for professional services incurred by the county in attempting to collect taxes
• 63-1314	

**TETON COUNTY IDAHO
PENDING ISSUE SCHEDULE
FOR FISCAL YEAR 2014-2015**

NOTIFICATION OF PAST DUE 2011 TAXES

1ST Letter Bonnie Hatch sent letter December 9, 2014. Courtesy letter
2nd Letter Beverly Palm sent letter January 23, 2015. Pre-pending Issue notice. Sent with pink slip.
3rd Letter Pink Notices (All past due properties owing) sent March 5th, with Deadline of 03/31/15

LITIGATION GUARANTEE

April 1, 2015 Send out MOU's to three different Local Title Companies to do Litigation Guarantees on all unpaid 2011 properties with April 22, 2015 as the deadline. When we are notified of the completion of the litigation guarantee, the full \$200.00 fee will automatically be added to every parcel.

PENDING ISSUE

April 23-24th Mail out Pending Issue via Certified Mail. Following title searches, send pending issues to property owners and interested parties on parcels which remain unpaid. (Add applicable fees) ***IC 63-1005 (2) (a) By serving or causing to be served a copy of such notice by certified mail with return receipt demanded upon the record owner or owners and parties interest of record at their last known address, such service of notice to be made no more than five (5) months nor less than two (2) months before the time set for the tax deed to issue.***

PUBLISHING

Four weeks. Beginning May 28th thru June 18th, every week in the newspaper.
IC 63-1005 (2) (b) Such publication must be made at least once a week for four (4) consecutive weeks, the last publication of which is to be no more than two (2) months nor less than fourteen (14) days before the time set for the tax deed to issue. (Add applicable fees)
After publication in the newspaper, personal checks will no longer be accepted.

AFFIDAVIT OF COMPLIANCE

File and record by Thursday, July 2, 2015.
IC 63-1005 (8) No less than five (5) working days prior to the date on which the tax deed shall be issued, the county tax collector shall make an Affidavit of compliance stating that he has complied with the conditions of issuance of notice of pending issue of tax deed described in this section, and stating particularly the facts relied on as constituting such compliance.

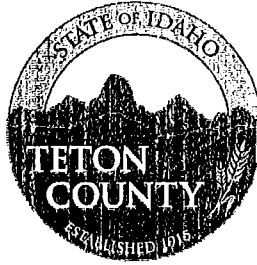
TAX DEED HEARING

Tax Deed Hearing: July 13th in the morning.

Date is set for Tax Deed Sale: Following year (2016) on 2nd Monday of May.

Up until time of the Tax Deed Hearing, the taxpayer may come in and pay their taxes.

However, between the Tax Deed Hearing and the Tax Sale, all amounts owing and the **NEXT** year must be paid in full. (4 years plus estimated next year)



PHONE: 208-354-2254
FAX: 208-354-8757
MaeDene Jardine
Maureen Green
Deputies

Teton County Treasurer
Bonnie C. Hatch

ROOM 219
150 COURTHOUSE DR
DRIGGS, IDAHO 83422

Dated: February 15, 2012

Dear Taxpayer:

Recently I sent you a reminder card showing you the amount of your 2008 delinquent tax. I need payment to avoid issuance of a tax deed. As of today I have not received your payment.

Please take this opportunity to pay your tax before a Pending Issue of Tax Deed is sent to you by certified mail. If I mail this letter it will include an additional \$350.00 per parcel to cover costs, title insurance etc.

This is just a friendly reminder to let you know the procedure and to avoid the extra costs and Pending Issue of Tax Deed.

If I can be of any further assistance, please don't hesitate to give me a call at the above listed phone number.

Sincerely,

Bonnie C Hatch
Teton County Treasurer



PHONE: 208-354-2254
FAX: 208-354-8757
MaeDene Jardine
Maureen Green
Deputies

Teton County Treasurer
Beverly Palm

ROOM 219
150 COURTHOUSE DR
DRIGGS, IDAHO 83422

January 23, 2015

Dear Taxpayer:

I would like to introduce myself to you. My name is Beverly Palm and I am the new County Treasurer.

On December 9, former Treasurer Bonnie Hatch sent you a reminder to let you know that your properties taxes are delinquent for 2011. Idaho statute 63-1005.1, requires the Treasurer to begin the process of filing a tax deed on properties, such as yours, with unpaid taxes more than 3 years delinquent.

The first step of this process is to order a full title search, which costs \$210 and will be added to your tax bill. There will then be additional costs of certified mailings to all lienholders and additional interest and penalties. If your 2011 taxes are not paid, the property will be subject to Tax Deed and the county may sell it at public auction.

I would like to clarify the following items. We do not want to have to take this action so we encourage you to **PLEASE** pay as soon as possible. If we do not hear from you by February 27, 2015, the tax deed process will be started by ordering a title search. In the interest of efficient and frugal county governance, this effort costs us both additional dollars that could be better spent.

The enclosed pink slip shows the amount due for the 2011 tax year with penalty and interest calculated through February 27, 2015. Interest is calculated thru the date you come in to pay or the postmark on your letter.

Should you have any questions in regard to this matter, please call 208-354-2254. Thank you in advance for helping us resolve this oversight.

Sincerely,

Beverly Palm
Treasurer

MAILING ADDRESS



PARCEL NO: [REDACTED]

* TAX REMINDER * TETON COUNTY TAX COLLECTOR
BONNIE C HATCH 208-354-2254
150 COURTHOUSE DR #219
DRIGGS ID 83422

YEAR	BILL#	TAX	LATE CH	INTEREST	COST	TOTAL
2013 -1	3021	74.62	1.49	1.55		77.66
2013 -2	3021	74.62				74.62
2012	3035	136.26	2.72	19.52		158.50
2011	18161	158.18	3.16	42.06		203.40

DATE PRINTED: 1/15/2014

=====

TOTAL DUE:	514.18	VALID THROUGH: 3/03/2014
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PROPERTY ADDRESS: [REDACTED]

PLEASE READ THE BACK OF THIS NOTICE
YOUR RETURNED CHECK IS YOUR RECEIPT


PHYSICAL ADDRESS





Treasurer

April 9, 2015

TO: Commissioners 
FROM: Treasurer Beverly Palm
SUBJECT: Cancellation of late charges, interest, fees, and taxes by Treasurer

LATE CHARGES, INTEREST & FEES. I want to be sure you are aware that the Treasurer occasionally cancels late charges, interest, and fees* due to county mistakes such as double billing, postmark errors, etc.

However, I've recently learned that such cancellations can only be made pursuant to a Resolution adopted by the Board of County Commissioners (see IC 63-1304), but can find no record of a previous Resolution. Therefore, I'm requesting that you adopt a new Resolution (attached) authorizing the Treasurer to cancel late charges, interest, and fees up to a maximum of \$250, provided that the Treasurer submit a quarterly report to the Board itemizing all such cancellations.

A cancellation report for the first quarter of 2015 is attached for your information.

TAXES. Idaho Code gives the Board of County Commissioners sole responsibility for cancellation of property taxes (see IC 63-1302/1303). Therefore, all proposed tax cancellations will be presented to the Board for approval.

*Teton County "Fees" include the county's Solid Waste User fee, Water District fees, Treasurer fees related to the tax deed process, and Forest Fire Protection fees.



Idaho Statutes

TITLE 63 REVENUE AND TAXATION

CHAPTER 13 MISCELLANEOUS PROVISIONS OF TAX LAW

63-1304. ADJUSTMENT OF LATE CHARGES OR INTEREST. The county commissioners of any county within the state of Idaho may, by resolution, authorize the county tax collector to make adjustments of late charges, interest and fees, not to exceed the designated limit as set by the county commissioners, in order to facilitate the collection of property taxes.

History:

[63-1304 added 1996, ch. 98, sec. 14, p. 391.]



RESOLUTION 2015-0413

CANCELLATION OF LATE CHARGES, INTEREST & FEES BY TAX COLLECTOR

WHEREAS, Idaho Code 63-1304 allows the Board of County Commissioners to authorize the County Tax Collector to make adjustments of late charges, interest, and fees; and

WHEREAS, such authorization requires adoption of a Resolution by the Board;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners hereby authorize the Teton County Tax Collector to cancel all late charges, interest, and fees that are clearly the result of a county error, with the following restrictions:

- *The maximum amount that can be canceled without specific Board approval is \$250.
- *The Tax Collector must provide a quarterly Board report itemizing all cancellations and the reason why the cancellation was appropriate.
- *Fees may include the county's Solid Waste User fee, Water District fees, tax deed-related fees, and Forest Fire Protection fees.

Unanimously adopted by the Teton County Board of Commissioners on April 13, 2015.

CHAIRMAN: _____
Bill Leake

ATTEST: _____
Mary Lou Hansen, Clerk



Idaho Statutes

TITLE 63 REVENUE AND TAXATION

CHAPTER 13 MISCELLANEOUS PROVISIONS OF TAX LAW

63-1302. CANCELLATION AND REFUND OF PROPERTY TAX. (1) The county commissioners may, at any time when in session, cancel property taxes which for any lawful reason should not be collected, and may refund to any taxpayer any money to which he may be entitled by reason of a double payment of property taxes on any property for the same year, or the double assessment or erroneous assessment of property through error. Notwithstanding any other provisions of law, in any case in which the county commissioners find that, due to error or otherwise by fault of the county, an excess amount of property tax was paid, the county commissioners may refund the excess amount so collected plus pay the same late charges and delinquency interest rate on that amount which the county would regularly require of a taxpayer who is delinquent, and the county commissioners may adopt an ordinance or resolution to establish such payments.

(2) The county commissioners may refund to the purchaser of any property when it has been determined by the county commissioners that such sale is void or invalid, the amount paid by such purchaser to the county with interest thereon from the date of such payment at the rate of six percent (6%) per annum.

(3) All proceedings of the county commissioners in the cancellation or refund of property taxes or refund of payments made at void sale must be recorded in the official minutes. All such refund of property taxes or payments must be paid upon warrants drawn on the county current expense fund by the county auditor or upon checks issued by the county tax collector. All such refunds shall be apportioned to the various funds or taxing districts.

History:

[63-1302 added 1996, ch. 98, sec. 14, p. 391.]



Idaho Statutes

TITLE 63 REVENUE AND TAXATION

CHAPTER 13 MISCELLANEOUS PROVISIONS OF TAX LAW

63-1303. ADJUSTMENT OF PROPERTY TAXES BY COUNTY COMMISSIONERS -- DUTIES OF TAX COLLECTOR. (1) Whenever the county commissioners shall make any adjustments correcting errors or any other tax adjustments coming within the authority vested by law in such body, the clerk of the board shall, without delay, prepare and deliver to the county tax collector, a copy of the proceedings of the county commissioners.

(2) It shall be the duty of the tax collector to make the necessary corrections. All such copies shall be full authority for the tax collector to make adjustments as ordered; however, the tax collector shall assume no personal responsibility as to the legality of the orders but such responsibility shall rest entirely with the county commissioners.

History:

[63-1303 added 1996, ch. 98, sec. 14, p. 391.]

①

AUDITOR

At a meeting of the Board of County Commissioners of

FORM NO. 310-70.
SYRACUSE CO., 175594

were cancelled by said Board, official record of such action being shown in Book _____, County _____, 19____, the following taxes proper entry on the books and records at your office of such cancellations.

Receipt No.	NAME OF PARTY ASSESSED	DESCRIPTION OF PROPERTY	STATE TAX	COUNTY TAX	SW	LABC	TOTAL TAX
11/1/14	[REDACTED]	MH 05N45E138402A		54.74			
11/1/14	[REDACTED]	RPA 0245000018DA		94.02			
11/1/14	[REDACTED]	MH LA 0020DA			157.50		
11/1/14	[REDACTED]	RPA 01700000130A			434.50		
11/1/14	[REDACTED]	MH LA 0010		38.10	157.50		
12/1/14	[REDACTED]	RPA 0245000018DA			934.50		
12/1/14	[REDACTED]	LRA 0245000018DA		2051.14			
12/1/14	[REDACTED]	RPA 0245000018DA		5315.98			
12/1/14	[REDACTED]	RPA 0245000018DA			157.50		
12/1/14	[REDACTED]	RPA 0014014001CA			500 -		
12/1/14	[REDACTED]	RPA 0014014001CA			500 -		
12/1/14	[REDACTED]	RPA 0014014001CA			500 -		
12/1/14	[REDACTED]	MH 00573000003DA		157.50			
12/1/14	[REDACTED]	RPA 00155000004DA				28.64	
12/1/14	[REDACTED]	RPA 00155000004DA				47.24	
12/1/14	[REDACTED]	RPA 0014014001CA				33.29	
12/1/14	[REDACTED]	MH 001023			157.50		

Dated this _____ day of _____, 19__

Board of County Commissioners

(b)

At a meeting of the Board of County Commissioners of _____ County, 19____, the following taxes were cancelled by said Board, official record of such action being shown in Book _____ on are therefore ordered to make proper entry on the books and records at your office of such cancellations.

— 22 —

Dated this _____ day of _____, 19____.

a Board of County Commissioners.

②

2000

POINT & PAY, LLC
E-PAYMENT SERVICES AGREEMENT

Parties:

Point & Pay, LLC ("PNP")
A subsidiary of NAB, doing business in Delaware

[Teton County, ID] ("Client")

Terms

SECTION 1 E-PAYMENT SERVICES

1.1 Access to Payment Modules

1.1.1 Pursuant to this E-Payment Services Agreement (this "Agreement"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "Services") and payment modules (each, a "Module") chosen in the attached product application ("Product Application") to enable Client's customers ("Customers") to make payments to Client using a Payment Device. "Payment Device" means the payment type(s) chosen by Client on the Product Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "Services Description").

1.1.2 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("Affiliates"). Each Affiliate shall complete a Client Application prior to commencement of the Services.

1.2 Client Representatives

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

1.3 Payment Device Transactions

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder, the Client and PNP.

1.4 Service Promotion

Client will use reasonable efforts to promote the Services and build awareness of the Services with its customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

1.5 Trademark License

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "Trademarks") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

1.6 Client Logo License

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("Client Marks") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

SECTION 2

COMPENSATION

2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Product Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

2.2 Activation Fee

If applicable, Client shall pay the one-time Activation Fee set forth on the Product Application. If the Activation Fee or any portion of the Activation Fee is waived by PNP and the Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, the waived portion of the Activation Fee shall become immediately due and payable.

2.3 Charge-backs and Returns

Unless otherwise specified in the Product Application, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Product Application.

2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client. Client acknowledges that it will be subject to a \$25 reject fee if items are returned for insufficient funds.

SECTION 3

INTELLECTUAL PROPERTY; CONFIDENTIALITY

3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "Intellectual Property Rights" means all the intellectual

property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted Intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's Intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, "Confidential Information" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement,

Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

SECTION 4 WARRANTIES; DISCLAIMER

4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

SECTION 5

LIMITATIONS OF LIABILITY AND OBLIGATION

5.1 Damages and Liability Limit

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

5.2 Refusals of Payment

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

5.3 Errors and Omissions

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

5.4 Bank Actions

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website at <https://www.pcisecuritystandards.org>.

SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the exclusive provider of fee-based electronic payment services and that Client will not procure similar such services from any other party.

SECTION 8

TERM AND TERMINATION

8.1 Term

The initial term of this Agreement will commence on the Effective Date and will end on the third (3rd) anniversary of the Effective Date (the "Initial Term"). This Agreement will automatically renew for successive one (1)-year terms (each, a "Renewal Term," and the Initial Term and any Renewal Term may be referred to as a "Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

8.2 In the Event of Breach; Effect on Affiliates

8.2.1 Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice").

8.2.2 Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

8.3 Modification to or Discontinuation of the Service

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

SECTION 10 FORCE MAJEURE

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

SECTION 11 GOVERNING LAW

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Idaho) without reference to its conflicts of law principles.

SECTION 12 NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client: See Merchant Application

If to PNP: Point & Pay, LLC
110 State St. E, Suite D
Oldsmar, FL 34677

MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the "Effective Date").

Point & Pay, LLC

By: _____

Name: _____

Title: _____

Date: _____

[Teton County, ID]

By: Beverly Palm

Name: BEVERLY PALM

Title: TREASURER

Date: 4-7-15

Exhibit A Services Description

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its end-user customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

Service Modules

- **Counter Module.** The Counter Module allows customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.
- **Web Module.** The Web Module allows customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Web Module. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."
- **Interactive Voice Response (IVR) Module.** The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

Customer Payment Devices

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

Training

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

Support

The following support shall be provided to Client and Client's customers at no additional charge during the term of the Services:

- First Level Support. PNP shall provide first-level support to Customers via PNP's call center. Customer service representatives shall be available 8 a.m. EST to 10 p.m. EST M-F, to handle customer inquiries.
- Second Level Support. PNP shall provide first-level support to Client via telephone. Second level support shall be available Monday through Friday during normal business hours.

Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

Board of Teton County, Idaho Commissioners

MINUTES: March 23, 2015

Commissioners' Meeting Room, 150 Courthouse Drive, Driggs, Idaho

AGENDA

- 9:00 **Meeting Called to Order** – Bill Leake, Chair
Amendments to agenda if any
Board of Equalization if necessary
Development Company – Ted Hendricks
1. Ford Garage Remodel & County Partnership
- 9:30 **Open Mic** – *if no speakers, we will go to next agenda items*
DEPARTMENT BUSINESS
Public Works – Darryl Johnson
1. Solid Waste
 - a. Landfill Cap Update
 - b. Arbor Day Celebration
 2. Road & Bridge – Clay Smith, Supervisor
 - a. R&B Crew Activities
 - b. E5000S Update
 - c. W6000S Update
 - d. Road Supervisor Truck Purchase
- Planning & Building – Jason Boal, PA
1. Long Range Projects
 - a. Land Use Code Revisions
 - i. Public Outreach
 - ii. Article 10
 2. PZC Attendance Title 2-2-6
 3. Minor Plat Amendment
 - a. Targhee Ranch Div. 1 – Lots 20A & 20B
 4. W4000N (Packsaddle Rd) Update
 5. Fair Board Request(s)
- 10:50 **BREAK – Joint Meeting with Wyoming** – see Idaho/Wyoming minutes
200 S. Willow, Jackson, WY (Chambers)
- 2:30 Weed Supervisor – Ben Eborn
1. State weed law
 2. Roadside spraying contract
 3. Enforcement control Process
 4. Henry's Fork CWMA
 5. Cost share program
 6. Equipment rental
 7. Bio control
 8. Hay inspections
 9. Education
- Sheriff's Office – John Leidorf
1. Funding Request – Deputy Car Video

Administrative Business will be dealt with as time permits

1. Approve Available Minutes
2. Other Business
 - a. 4th of July Fireworks – County Support
 - b. Teton Reserve Liquor License
3. Committee Reports
4. Priorities Check-Up
5. Claims

Executive Session per IC567-2345 (1)(d) Indigent Matters

ADJOURN

COMMISSIONERS PRESENT: Bill Leake, Kelly Park, Cindy Riegel

OTHER ELECTED OFFICIALS PRESENT: Prosecutor Kathy Spitzer

Chairman Leake called the meeting to order at 9:00 am and led the Pledge of Allegiance.

DEVELOPMENT COMPANY

Ted Hendricks updated the Commissioners about the former Ford garage building. He referenced the Idaho Department of Commerce letter outlining two options for closure of the previous grant with Teton County for the Idaho Film Institute (Attachment #1). The Development Company Board will meet March 26 to decide which option they prefer. If an additional \$840,000 in Federal funding is not available for building improvements, the remodel project will have to be redesigned, or else the grant will be returned and the building sold. Mr. Hendricks says grants are hard to get so he would prefer not to return one; however, a redesigned project will not create a cash flow for many years. If the decision is made to move ahead to remodel the building for use as a Business Development Center, the Development Company asks that the building remain off the tax rolls. Commissioner Riegel said the County is probably not interested in partnering in an unfinished building and suggested the Development Company partner with the City. Chairman Leake would like to delay a decision until after a discussion with City and the Teton Valley Economic Development Center officials. The Board agreed to hold a special meeting on March 30.

OPEN MIC

Monte Woolstenhulme, Superintendent of Teton School District #401, expressed appreciation for help informing the community about the recent supplemental school levy election.

Marian Ruzicka complained about the lack of certain documents in the Board packets, said the county is over-charging Victor for GIS services, and referenced the county recreation plan.

PUBLIC WORKS

Public Works Director Darryl Johnson reviewed his bi-monthly update (Attachment #2).

SOLID WASTE. Plans and bid documents have been provided by Forsgren and submitted to DEQ, who will try to provide a response within two weeks. Mr. Johnson is still looking for another 20,000 cubic yards of common fill material.

Mr. Johnson met with the cities of Driggs, Victor and Tetonia to discuss the Arbor Day celebration which will run May 9-16. The County will waive tipping fees for dumpsters located within the cities during that time period and will offer reduced rates at the transfer station April 16.

ROAD & BRIDGE. The crew is still moving forward with spring cleanup. The roads have been difficult to work with due to the lack of rain/moisture. Mr. Johnson is meeting with Arrowleaf Engineering today to

review plans for E5000Sand hopes to have this out to bid sometime in May. An application has been submitted to the US Corps of Engineers and Idaho Department of Water Resources related to the 6000S project. Wetlands mitigation will most likely be required.

The 2015 FY budget includes a \$30,000 line item for a new vehicle for the road and bridge supervisor. The truck will cost \$30,759.75 via a State of Idaho contract. The \$759.75 excess cost will be paid with funds remaining after the pup trailer purchase. The current Supervisor's truck will become part of the R&B fleet, and their 1982 Chevrolet ¾ ton will be sold via auction.

PLANNING & BUILDING

LAND USE CODE REVISIONS. Planning Administrator Jason Boal has asked Fremont County if remaining grant funds could be used to create a website for public outreach. Code Studio currently has a website for Teton Valley, but he is concerned about its continued availability and ability to update content after the contract ends. Mr. Boal is making good progress on Article 10 use provisions and will write his review and post it on the website. He and the city planners have discussed the need for similar definitions.

TITLE 2-2-6 REVISION. The Board reviewed a proposed amendment to the Planning & Zoning Commission Attendance Policy and recommended several changes (Attachment #3).

TARGHEE RANCH INSIGNIFICANT PLAT AMENDMENT. The owners of two lots are seeking a relocation of the access in order to preserve view angles. This subdivision is in the Driggs area of impact and the city has no problem with the proposed amendment (Attachment #4).

● **MOTION.** Commissioner Riegel made a motion to approve the request for an insignificant plat amendment for Targhee Ranch Division 1, Lots 20A and 20B. Motion seconded by Commissioner Park and carried unanimously.

W4000N PACKSADDLE ROAD UPDATE (TETON VIEW SCENIC BYWAY). The Board reviewed Mr. Boal's memo summarizing the Scenic Byway conversations to date (Attachment #5). He would like to transition responsibility for this road issue to Public Works Director Darryl Johnson. Chairman Leake doesn't believe the County wants to assume ownership and maintenance responsibilities for the road. Mr. Boal reminded the Board that if adopted, the County is under no obligation to provide road maintenance beyond what is currently being provided for W4000N. The County has requested engineered plans and has not received them, so is unable to decide if it should be adopted. Due to persistent public inquiries, Commissioner Leake asked that a short summary about the road be posted on the website. Mr. Boal will provide the requested summary and will also post other documents relating to the road. Mr. Johnson is willing to become the point person for this road issue, but will consult with Mr. Boal and the Board regarding any planning/zoning questions.

FAIR BOARD REQUESTS & RECREATION PLAN. The Board discussed Mr. Boal's memo about Department Responsibilities (Attachment #6), written in response to a memo from the Fair Board (Attachment #7). Mr. Boal is concerned that assisting with Fair Board projects will take away from services currently provided by various departments. He is also concerned that departments not be assigned conflicting or competing responsibilities. Since the Fair is a strong component of the recreation plan, the Board wondered if there may be an opportunity to create a county position to assist the Fair Board and also begin implementation of the recreation plan. Mr. Boal said coordination of the recreation plan is very important in order to maximize available resources.

Fair Board member Linda Skujins said she found Mr. Boal's memo to be very disconcerting since they were simply making very minor requests for assistance with signage and easements. She said the Fair Board wants to work with the county via an improved partnership. Chairman Leake assured Ms. Skujins that the Board wants to help the Fair Board in any way possible.

Commissioner Riegel believes it's worth looking into a position for someone to coordinate activities at the fairgrounds, as well as other recreational activities, and wants to do so during the budget process. Since it's

so close to summer, and there are a multitude of items that need attending, Chairman Leake asked if it might be worth contracting someone to help the Fair Board and also get started on implementation of the recreation plan. That would allow the County to start the process and learn if a regular position would be warranted. Mr. Boal offered to create a job description and determine what the county should pay for this position. He recommended against hiring or contracting with anyone until that information is available.

ADMINISTRATIVE BUSINESS

● **MOTION.** Commissioner Park moved to approve transfer of the TR Golf, LLC Alcoholic Beverage License to Raven Golf Services, LLC, doing business at the Teton Reserve Golf Course. Motion seconded by Commissioner Riegel and carried.

● **MOTION.** Commissioner Park moved to approve the minutes from March 9 and 11 as presented. Motion seconded by Commissioner Riegel and carried.

● **MOTION.** Chairman Leake made a motion to approve the following claims as presented, with exception of two claims from the County Extension office. Motion seconded by Commissioner Riegel and carried unanimously.

General	28,953.61
Road & Bridge	3,400.26
Court & Probation	4,249.72
Elections	4,197.94
Solid Waste	14,827.03
Road, Special	13,943.65
Ambulance	119.18
Fair Board.....	1,241.81
TOTAL.....	\$71,308.20

The meeting was recessed at 10:40 am so the Board could travel to Jackson, Wyoming to meet with the Teton County, Wyoming Board of Commissioners. (Separate minutes are available for this meeting.)

The meeting resumed at 2:45 pm.

WEEDS

County Extension Agent/Weed Supervisor Ben Eborn provided an overview of the County weed program and explained what triggers a weed enforcement letter. He feels our county is a lot more aggressive in sending letters and enforcement than neighboring counties. Mr. Eborn said the biggest challenge is that many residents don't know what noxious weeds look like. Commissioners' Assistant Dawn Felchle received permission to update the letters to be more specific.

SHERIFF'S REQUEST

John Leidorf, Sheriff's Office IT Services Coordinator, requested additional funds to purchase and install one more car video system, bringing the total to 11. The Board directed him to use funds already within the Sheriff's budget to purchase the other system.

● **MOTION.** Commissioner Park moved to approve moving \$2,000 out of line item 01-04-804 and into 01-04-802 to cover the costs of purchase and installation of the car video system. Motion seconded by Commission Riegel and carried unanimously.

EXECUTIVE SESSION

● **MOTION.** At 4:07 pm Chairman Leake made a motion for Executive Session to discuss indigent matters pursuant to Idaho Code 67-2345(1)(d). Motion seconded by Commissioner Riegel and a roll call vote showed all in favor. The Executive Session ended at 4:11 pm.

● **MOTION.** Chairman Leake made a motion to deny 1T-2015-10006 due to lack of cooperation from the applicant and possibility of another source of payment. Motion seconded by Commissioner Riegel and carried unanimously.

● **MOTION.** Due to the power outage, Chairman Leake made a motion to table the 4th of July Fireworks discussion until Monday, March 30. Motion seconded by Commissioner Riegel and carried.

● **MOTION.** At 4:13 pm Commissioner Riegel made a motion to adjourn. Motion seconded by Commissioner Park and carried.

Bill Leake, Chairman

ATTEST

Julie Wenger, Deputy Clerk

Attachments: #1 Idaho Dept of Commerce letter about completion of the Idaho Film & Television Institute grant project
#2 Public Works update
#3 Revision to Planning Commission Attendance ordinance
#4 Insignificant Plan Amendment for Targhee Ranch Division 1
#5 Teton View Scenic Byway update
#6 Departmental Responsibilities memo
#7 Fair Board memo dated 3-13-15

**Board of Teton County, Idaho Commissioners &
Board of Teton County, Wyoming Commissioners
MINUTES: March 23, 2015**

Commission Chambers at 200 South Willow, Jackson, Wyoming

AGENDA

12:00 - 2:00 PM Public Workshop

Discussion and Updates with the Teton County Idaho Board of Commissioners including:

1. Rural LDRs
 2. Ambulance and Fire Services in Teton County, ID
 3. Solid Waste
 4. Regional Transportation
 - a. Roads: Darby Canyon and State Line
 - b. START bus service
 - c. Pathways
-

IDAHO COMMISSIONERS PRESENT: Bill Leake, Kelly Park, Cindy Riegel

WYOMING COMMISSIONERS PRESENT: Melissa Turley, Barbara Allen, Mark Newcomb, Smokey Rhea, Paul Vogelheim

OTHER ELECTED OFFICIALS PRESENT: Wyoming Clerk Sherry Daigle, Idaho Prosecutor Kathy Spitzer

Chairman Melissa Turley called the meeting to order at 12:15 pm.

Prior to the meeting, both Boards received an email correspondence from Allen Monroe, member of the Alta Advisory Committee (Attachment #1).

RURAL LAND DEVELOPMENT REGULATIONS (LDRs). Planner Alex Norton gave the Idaho Commissioners an overview of how LDRs are handled. Commissioner Riegel was curious as to how the Planning and Zoning Commission and/or County Commission were involved in updating the LDRs. Mr. Norton said stakeholders receive a menu of options to evaluate and comment on, followed by a workshop with the PZC and County Commission to narrow down the menu of options. The list is then developed into concepts and put out for public comment. They have found open houses to be helpful.

AMBULANCE AND FIRE SERVICES. The intrastate agreement might be changing in regards to licensing of EMTs. The fire department chiefs are working together on an MOU for mutual aid. The SAR partnership between Idaho and Wyoming is going well.

SOLID WASTE. Chairman Leake updated the Wyoming commissioners on renegotiation of Teton County Idaho's solid waste hauler contract and asked if Wyoming could enlighten the Idaho board on anything that would make it easier. Heather Overholser, director of Teton County, Wyoming Solid Waste and Recycling reviewed their long-term goals. The group discussed the pros and cons of having waste hauler competition in Jackson.

TRANSPORTATION. The Boards reviewed previous minutes regarding easement and funding issues related to the northern extension of Stateline road between Wyoming and Idaho. Wyoming is still trying to obtain an easement from the Crabtree family on Stateline Road and will submit a new offer within a few months.

Since the Darby Canyon road is not a designated county road, the Wyoming Commissioners said it would not have been appropriate for them to provide funding for last year's upgrade.

START BUS. Shawn Hill, Executive director of VARD, believes that the transportation plan should be put on the front burner in discussions due to housing issues in Jackson Hole. He estimates that around 50% of Teton County Idaho households commute to Teton County Wyoming.

Shawn O'Malley, Teton County Wyoming Engineer, spoke about increasing capacity and rolling stock. They need a facility in Idaho to store buses overnight. Chairman Leake said the old Ford garage might become available for that type of use.

The START bus service would like feedback with how Teton County Idaho is feeling about their services. START recognizes the demand in Idaho, but they need funding for a maintenance facility. Chairman Leake said the service continues to be needed in Idaho and asked how Idaho could help.

PATHWAYS. Wyoming has applied for a grant to finish a ¼ mile section from state line to end the pathway on the highway. This will include an environmental investigation on state line to Coal Creek.

The meeting adjourned at 1:40 pm.

Bill Leake, Chairman

ATTEST

Julie Wenger, Deputy Clerk

Attachment #1 Allen Monroe email

Board of Teton County Commissioners

MINUTES: March 30, 2015

Commissioners' Meeting Room, 150 Courthouse Drive, Driggs, Idaho

9:00 **Meeting Called to Order** – Bill Leake, Chair

Economic Development

Ford Garage – Remodel Plans, Uses & Partnership(s)

Ted Hendricks (Dev. Company); City of Driggs; the Business Development Center and Plan One Architects

4th of July Fireworks - County Support

Administrative Business

1. City of Victor-GIS Services Contract Revised
2. Grant Letter of Support - Victor Bike Park Expansion

ADJOURN

Chairman Leake called the meeting to order at 9:02 am.

COMMISSIONERS PRESENT: Bill Leake, Kelly Park, Cindy Riegel

OTHER OFFICIALS PRESENT:

Brian McDermott, Executive Director, TVBDC
Roger Brink, President, TVBDC
Fletcher White, Vice President, TVBDC
Ted Hendricks, Development Company
Rick Miller, Development Company
Ashley Koehler, Planning Administrator, City of Driggs
Jason Boal, County Planning Administrator
Plan One Architects, Garrett Chadwick

ECONOMIC DEVELOPMENT & REMODEL OF FORMER FORD GARAGE. Chairman Leake had questions as to where the Development Company receives its operating funds and the relationship between the Development Company and TVBDC (Teton Valley Business Development Center). Rick Miller said their funds are obtained from financial consulting, loan origination fees and interest on loans. They are also partners with the federal government through SBA. TVBDC has used the Development Company for help assisting businesses with loans.

Commissioner Riegel asked about the Development Company's decision to do a partial renovation of the old Ford garage, in particular which part(s) would be remodeled. Mr. Hendricks said they will remodel the entire exterior, and everything inside from the large bay forward. Mr. Miller said the original plan would have somewhat improved the back bays; leaving that area as is will provide more future flexibility.

The Development Company owns business development centers in Madison and Fremont counties and their status is tax exempt. They would like to also have tax exempt status with Teton County to help subsidize the building expenses. Money made from the building goes back into lease-hold improvements and stays in the community. Mr. Miller described the center in St. Anthony; the city owns the building and has a MOU with the

Development Company so the City is not responsible for spending any money on the building. This assures tax exempt status and the Development Company has an option to buy back the building.

Although the building has been exempt from taxes every year, Mr. Hendricks would like to have a mechanism in place to assure the exempt status remains. Despite being a non-profit organization, he is concerned another Board could interpret the statute differently and change the tax exempt status. He feels the only way to guarantee future tax exempt status is to have a partnership with either the City of Driggs or Teton County. Ms. Koehler said Driggs has never discussed the possibility of owning the building. Chairman Leake said a decision about ownership could be postponed.

Risk Manager Dawn Felchle, having had conversations with the Prosecutor, asked that the County be given a formal letter closing out the Film Institute contract with the county, similar to the closeout letter received from the Department of Commerce regarding the Bergmeyer venture. Ms. Felchle and the Prosecutor want to insure the County has no future financial or legal obligations pertaining to the property located at 1420 N. Highway 33. Mr. Hendricks said creation of a revolving loan fund would formally close the contract, but the Grant is still a function of the original 2004 deal. The State might be willing to close it but would want more jobs than has been documented.

● **MOTION.** Chairman Leake made a motion that the Teton County Board of Commissioners concurs with the Development Company moving forward with construction of a modified design of the old Ford garage in order to stay within the budget available for renovations. In addition, the Commissioners would like to review the remodel plans. Motion seconded by Commissioner Park and carried unanimously.

4TH OF JULY FIREWORKS. Ms. Koehler reviewed the outline of events scheduled for July 4 (Attachment #1). The City has received \$10,000 from Teton Valley Healthcare, which has secured the \$20,000 contribution from Huntsman. The City will be about \$6,000 short of their \$36,000 goal and asked the County for a financial contribution. The City is willing to incorporate the County Centennial into the event, but those activities and expenses will be the responsibility of the County. The County currently assists July 4 activities by providing emergency services, ambulance and other in-kind contributions.

● **MOTION.** Commissioner Park made a motion to approve \$6,000 from the contingency fund to go towards the Teton Valley Centennial 4th of July Celebration. Motion seconded by Commissioner Riegel and carried unanimously.

ADMINISTRATIVE BUSINESS.

● **MOTION.** Commissioner Park made a motion to approve the revised MOU agreement between Teton County and the City of Victor for GIS Services. Motion seconded by Commissioner Riegel and carried. (Attachment #2)

● **MOTION.** Chairman Leake made a motion that the Teton County commissioners approve and submit a Letter of Support for expansion of the Victor Bike Park. Motion seconded by Commissioner Riegel and carried unanimously. (Attachment #3)

● **MOTION.** At 10:50 am, Commissioner Park made a motion to adjourn. Motion seconded by Commissioner Riegel and carried.

Bill Leake, Chairman

ATTEST

Julie Wenger, Deputy Clerk

Attachments: #1 July 4 Schedule of Events in Driggs
#2 Revised MOU with City of Victor for GIS services
#3 Letter of Support for expansion of Victor Bike Park